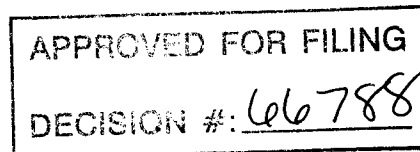


Arizona
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
OF
TALK AMERICA INC.

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by Talk America Inc., with principal offices at 6805 Route 202, New Hope, Pennsylvania 18938, for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.



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Effective: June 1, 2004

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New Hope, PA 18938

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CHECK SHEET

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing local exchange communications services by Talk America Inc., hereinafter referred to as the Company, to Customers within the state of Arizona. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the Arizona Corporation Commission. In addition, this tariff is available for review at the main office of Talk America Inc. at 6805 Route 202, New Hope Pennsylvania 18938.

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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - DEFINITIONS

Advance Payment - Payment of all or part of a charge required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - Arizona Corporation Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company - Talk America Inc., the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

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SECTION 1 - DEFINITIONS *continued*

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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SECTION 1 - DEFINITIONS *continued*

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

MOU - Minutes of Use.

NECA - National Exchange Carriers Association.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PIN - Personal Identification Number. See Authorization Code.

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SECTION 1 - DEFINITIONS *continued*

Point of Presence ("POP") - Point of Presence

Premises - The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Services - The Company's telecommunications services offered on the Company's network.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

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SECTION 1 - DEFINITIONS *continued*

Station - The network control signaling unit and any other equipment provided at the Customer's premises that enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2 – RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Arizona.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond Company control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 – RULES AND REGULATIONS *continued***2.1 Undertaking of the Company *continued*****2.1.3 Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

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SECTION 2 – RULES AND REGULATIONS *continued***2.1 Undertaking of the Company *continued*****2.1.3 Terms and Conditions *continued***

- E. Service may be terminated upon written notice to the Customer if:
1. the Customer is using the service in violation of this tariff; or
 2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the state of Arizona regardless of its choice of laws provision.
- G. Any other telephone company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 – RULES AND REGULATIONS *continued***2.1 Undertaking of the Company *continued*****2.1.4 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.9, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 – RULES AND REGULATIONS *continued***2.1 Undertaking of the Company *continued*****2.1.4 Limitations on Liability *continued***

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

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SECTION 2 – RULES AND REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.4 Limitations on Liability *continued*

D. *continued*

3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2 – RULES AND REGULATIONS *continued*2.1 Undertaking of the Company *continued*2.1.4 Limitations on Liability *continued*D. *continued*

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

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SECTION 2 – RULES AND REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.4 Limitations on Liability *continued*

D. *continued*

9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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SECTION 2 – RULES AND REGULATIONS *continued***2.1 Undertaking of the Company *continued*****2.1.4 Limitations on Liability *continued***

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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SECTION 2 – RULES AND REGULATIONS *continued***2.1 Undertaking of the Company *continued*****2.1.4 Limitations on Liability *continued*****I. With respect to Emergency Number 911 Service:**

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by:
(1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 2 – RULES AND REGULATIONS *continued***2.1 Undertaking of the Company *continued*****2.1.4 Limitations on Liability *continued*****I. With respect to Emergency Number 911 Service *continued***

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 – RULES AND REGULATIONS *continued***2.1 Undertaking of the Company** *continued***2.1.6 Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 – RULES AND REGULATIONS *continued***2.1 Undertaking of the Company *continued*****2.1.6 Provision of Equipment and Facilities *continued***

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the regular business hours of the Company or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 – RULES AND REGULATIONS *continued*2.1 Undertaking of the Company *continued*

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- A. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

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SECTION 2 – RULES AND REGULATIONS *continued*

2.1 Undertaking of the Company *continued*

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

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SECTION 2 – RULES AND REGULATIONS *continued***2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2 – RULES AND REGULATIONS *continued***2.3 Obligations of the Customer****2.3.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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SECTION 2 – RULES AND REGULATIONS *continued***2.3 Obligations of the Customer *continued*****2.3.1 General *continued***

- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

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SECTION 2 – RULES AND REGULATIONS *continued***2.3 Obligations of the Customer *continued*****2.3.1 General *continued***

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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SECTION 2 – RULES AND REGULATIONS *continued***2.3 Obligations of the Customer** *continued***2.3.2 Liability of the Customer**

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of Company negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party, pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of Company services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand the Customer right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 – RULES AND REGULATIONS *continued***2.4 Customer Equipment and Channels****2.4.1 General**

A User may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on Customer Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at Customer expense, subject to prior Customer approval of the equipment expense.

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SECTION 2 – RULES AND REGULATIONS *continued***2.4 Customer Equipment and Channels *continued*****2.4.3 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2 – RULES AND REGULATIONS *continued***2.4 Customer Equipment and Channels *continued*****2.4.4 Inspections**

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 – RULES AND REGULATIONS *continued***2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

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SECTION 2 – RULES AND REGULATIONS *continued***2.5 Payment Arrangements****2.5.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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SECTION 2 -- RULES AND REGULATIONS *continued***2.5 Payment Arrangements *continued*****2.5.2 Billing and Collection of Charges *continued***

- C. The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise mutually agreed under contract. When a service is discontinued prior to the expiration of the minimum period, non-usage related charges for the entire minimum period are applicable, whether the service is used or not.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order.
- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%.

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SECTION 2 – RULES AND REGULATIONS *continued***2.5 Payment Arrangements *continued*****2.5.2 Billing and Collection of Charges *continued***

- F. The Customer will be assessed a *maximum* charge of thirty-five (\$35.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor. See Section 11 for current charge.
- G. If service is disconnected by the Company in accordance with Section 2.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 – RULES AND REGULATIONS *continued*2.5 Payment Arrangements *continued*

2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Arizona Corporation Commission, 1200 West Washington Street, Phoenix, Arizona 85007.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

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SECTION 2 – RULES AND REGULATIONS *continued***2.5 Payment Arrangements *continued*****2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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SECTION 2 – RULES AND REGULATIONS *continued*2.5 Payment Arrangements *continued*

2.5.5 Deposits

- A. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- B. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve any Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. Interest will accrue at 1.5% annually.

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SECTION 2 – RULES AND REGULATIONS *continued***2.5 Payment Arrangements *continued*****2.5.5 Deposits *continued***

- E. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount and date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
- F. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the company. A transfer of service from one location to another within the Company's serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- G. Deposits will be refunded after twelve months of timely payment, with interest as specified above.

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SECTION 2 – RULES AND REGULATIONS *continued***2.6 Discontinuance of Service**

- 2.6.1** Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.6.2** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.6.3** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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SECTION 2 – RULES AND REGULATIONS *continued***2.6 Discontinuance of Service *continued***

- 2.6.4 Upon Customer insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- 2.6.5 Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- 2.6.6 In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- 2.6.7 Upon Company discontinuance of service to the Customer under Section 2.6.1. or 2.6.2 above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- 2.6.8 Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- 2.6.9 Without notice in the event of tampering with the equipment or services furnished by the Company.

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SECTION 2 – RULES AND REGULATIONS *continued***2.7 Cancellation of Application for Service**

- 2.7.1** Applications for service cannot be canceled without Company agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.2** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 2.7.3** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.7.4** The special charges described in 2.7.1 through 2.7.3 above, will be calculated and applied on a case-by-case basis.

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SECTION 2 – RULES AND REGULATIONS *continued*

2.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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SECTION 2 – RULES AND REGULATIONS *continued***2.9 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.9.1 for the part of the service that the interruption affects.

2.9.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired, but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 – RULES AND REGULATIONS *continued***2.9 Allowances for Interruptions in Service *continued*****2.9.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A. due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. due to circumstances or causes beyond the reasonable control of the Company;
- D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. a service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.9.3), or utilize another service provider;

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SECTION 2 – RULES AND REGULATIONS *continued***2.9 Allowances for Interruptions in Service *continued*****2.9.2 Limitations of Allowances *continued***

- F. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to Customer failure to authorize replacement of any element of special construction; and
- H. that was not reported to the Company within thirty (30) days of the date that service was affected.

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SECTION 2 – RULES AND REGULATIONS *continued***2.9 Allowances for Interruptions in Service *continued*****2.9.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.9.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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SECTION 2 – RULES AND REGULATIONS *continued***2.9 Allowances for Interruptions in Service *continued*****2.9.4 Application of Credits for Interruptions in Service *continued*****D. Interruptions of 24 Hours or Less**

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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SECTION 2 – RULES AND REGULATIONS *continued***2.9 Allowances for Interruptions in Service *continued*****2.9.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.10 Use of Customer Service by Others**2.10.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting ultimate Customer responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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SECTION 2 – RULES AND REGULATIONS *continued***2.11 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.9.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.11.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer cancellation.

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SECTION 2 – RULES AND REGULATIONS *continued***2.12 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.12.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.12.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.12.3 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 – RULES AND REGULATIONS *continued***2.13 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains Company services provided under this tariff.

2.13.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at Customer request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

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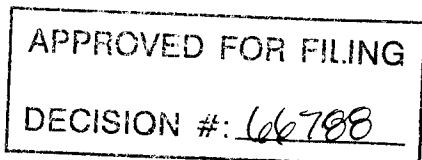
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SECTION 2 – RULES AND REGULATIONS *continued***2.13 Customer Liability for Unauthorized Use of the Network****2.13.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, Customer employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.



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SECTION 2 – RULES AND REGULATIONS *continued***2.14 Notices and Communications**

- 2.14.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.14.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.14.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.14.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2 – RULES AND REGULATIONS *continued***2.15 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

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SECTION 2 – RULES AND REGULATIONS *continued***2.16 Miscellaneous Provisions****2.16.1 Telephone Number Changes**

Whenever any Customer telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is *continued* for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.16.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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SECTION 2 – RULES AND REGULATIONS *continued***2.14 Customer Responsibility****A. Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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SECTION 3 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) Qwest Communications, Inc.

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SECTION 4 - CONNECTION CHARGES**4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

4.1.1 Maximum Nonrecurring Charges

	<u>Business</u>	<u>Residential</u>
Line Connection Charge		
First Line	\$110.00	\$110.00
Each Additional Line	\$110.00	\$110.00
Line Change Charge		
First Line	\$110.00	\$110.00
Each Additional Line	\$110.00	\$110.00
Secondary Service Order Charge	\$50.00	\$50.00

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SECTION 4 - CONNECTION CHARGES *continued***4.2 Maintenance Visit Charges**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

4.2.1 Maximum Service ChargesDuration of time, per technician

	<u>Business</u>	<u>Residential</u>
Initial 30 minute increment	\$150.00	\$150.00
Each Additional 15 minute increment	\$ 75.00	\$ 75.00

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SECTION 4 - CONNECTION CHARGES *continued***4.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

4.3.1 Maximum Charges

	<u>Business</u>	<u>Residential</u>
Per occasion	\$75.00	\$75.00

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SECTION 4 - CONNECTION CHARGES *continued***4.4 Voice Mail Connection Charge**

When a new Customer subscribes to a Company service which includes Voice Mail, a connection charge applies to the initiation of Voice Mail Service. The Voice Mail Connection charge is waived when the new Customer disconnects Voice Mail Service from the underlying incumbent local exchange carrier to switch to the Company's service.

Voice Mail Connection
Per Line:

Maximum
Nonrecurring Charge
\$50.00

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS**5.1 General****5.1.1 Services Offered**

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the Arizona Corporation Commission:

Standard Residence Line Service
Standard Business Line Service
Optional Calling Features
Toll Services (see the Company's Arizona Toll Tariff)

The following services are available to residence/business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Nonpublished and Nonlisted Services)
Directory Assistance
Operator Services

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Nonrecurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for the associated local line services.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS *continued***5.1 General *continued*****5.1.3 Emergency Services Calling Plan**

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in A. following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in B. following are offered at no charge to Customers:

- A. Governmental fire fighting, State of Arizona Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- B. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS *continued***5.2 Call Timing for Usage Sensitive Services**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 5.2.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 5.2.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5** All times refer to local time.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS continued**5.3 Distance Calculations**

Where charges for a service are specified based upon distance, the following rules apply:

5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

5.3.2 The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

5.3.3 The formula for distance calculations is:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS *continued***5.4 Rate Periods for Time of Day Sensitive Services**

- 5.4.1** For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD					EVE	
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

* Up to but not including.

Peak - 8:00 AM to, but not including 8:00 PM Monday through Friday (excluding holidays)

Off-Peak - All other times.

- 5.4.2** Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.
- 5.4.3** For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS *continued***5.5 Standard Residence Line**

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.6 Standard Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS *continued***5.7 Optional Calling Features**

The features listed in Section 5.7.1 are offered by the Company to Residential and Business Customers. Service availability may vary between On-Net and Off-Net Customers. Refer to Price Lists in Sections 6 of this tariff for specific features offered with each type of local exchange service.

5.7.1 Feature Descriptions

- A. **Call Forwarding:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- B. **Call Forwarding, Remote Access** - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS *continued***5.7 Optional Calling Features *continued*****5.7.1 Feature Descriptions *continued***

- C. Ring No Answer Call Forwarding :** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.

- D. Busy Call Forwarding:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS *continued***5.7 Optional Calling Features *continued*****5.7.1 Feature Descriptions *continued***

- E. Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- F. Call Waiting with ID and Name:** Provides the same service as Call Waiting – Basic, in addition, it also provides the number and name associated with the incoming caller.
- G. Caller ID - Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS *continued***5.7 Optional Calling Features *continued*****5.7.1 Feature Descriptions *continued***

- H. Caller ID – with Name and Number:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- I. Anonymous Call Rejection:** Permits the end -user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.
- J. Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- K. Call Block Rejection:** Enables a customer to reject call attempts from up to 15 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS *continued***5.7 Optional Calling Features *continued*****5.7.1 Feature Descriptions *continued***

- L. Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- M. Call Return Block:** Allows the Customer to block an attempted call return from another end-user.
- N. Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- O. Call ID Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call.
- P. Custom Toll Restriction:** This feature allows the Customer to program the phone to restrict the calling to certain long distance numbers .

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS *continued***5.7 Optional Calling Features *continued*****5.7.1 Feature Descriptions *continued***

- Q. Distinctive Ring I and II:** Allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- R. Repeat Dialing:** Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

Calls to 800 Service numbers;
Calls to 900 Service numbers;
Calls preceded by an interexchange carrier access code;
International Direct Distance Dialed calls;
Calls to Directory Assistance; and
Calls to 911.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS *continued***5.7 Optional Calling Features *continued*****5.7.1 Feature Descriptions *continued***

- S. **Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the a speed calling list without assistance from the Company.
- T. **Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.
- U. **Three Way Calling with Call Transfer:** This service allows the Customer to receive an incoming call, then transfer the calling party to any other number.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS *continued***5.7 Optional Calling Features *continued*****5.7.1 Feature Descriptions *continued***

- V. **Internet Call Waiting:** Allows the Customer to manage their incoming calls while logged on to the Internet. When a Customer is on the Internet and receives a call, a small window pops up on the computer screen with the name and number of the caller and four disposition options for the call. The options are as follows:

Accept the call;
Send the call to voice mail;
Place the call on hold
Forward the call; and
Ignore the call / time out.

- W. **900/976 Block:** Blocks calls to 900 and 976 numbers.

- X. **Hunting:** Available to customers with two or more individual line services. Where facilities permit, such lines will be arranged so that incoming calls to a busy line will overflow to other of the customer's lines not busy.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS *continued***5.8 Listing Services**

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

5.8.1 Nonpublished Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

5.8.2 Nonlisted Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

5.9 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS *continued***5.10 Operator Services**

Provides for live or automated operator treatment when a Customer dials "0". Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

5.11 Long Distance Services

Long Distance Services are available from the Company. See the Company's Interexchange Telecommunications Arizona Tariff.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS *continued***5.14 Miscellaneous Services****5.14.1 Pay Per Call Blocking/Unblocking**

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

5.14.2 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES**6.1 General**

Local Services are provided through the use of both resold and facilities based switching and transport facilities. Service is offered twenty four hours a day, seven days a week, unless otherwise specified in this tariff.

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.2 Business Bundled Local Service****6.2.1 General****A. Description**

The Company offers basic local exchange service as part of a bundle or package of telecommunications services to its business Customers. Company's business services which are billed on a flat rate basis are available only for standard business voice use, and may not be used for the purpose of telemarketing products or services using automatic dialing devices or any other manual or automated calling methods and/or for data transmission. In the event the Company reasonably determines that the Customer usage is outside the terms of its service, it may terminate the service or apply a surcharge to all usage outside the terms of service, after due notice to the Customer. The surcharge for Business Bundle Plan will be \$0.01/minute for each additional local minute and \$0.05/minute for each additional intraLATA minute. The surcharge for Talk America Strictly Business Plan will be \$0.01/minute for each additional local minute. The surcharge for Business Nationwide Plan will be \$0.01/minute for each additional local minute and \$0.05/minute for each additional interLATA and intraLATA interstate minute.

B. Additional Lines

Bundled Service Customers may purchase multiple lines or additional lines to existing services, up to a total of ten (10) lines. The bundled rates below apply to the primary line. Each additional line will be billed at the rate specified for additional lines in the Local Bundle Packages below.

C. End-User Common Line (EUCL) Recovery Charge

A monthly recurring charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC, pursuant to the Company's federal rate schedules.

D. Feature Installation Charge

When the Local Bundle Customer adds Custom Calling or CLASS features to an existing service or to an additional line, a nonrecurring charge applies per order, per line. The nonrecurring Feature Installation charge is listed in Section 6.4.2.B.2 of this tariff.

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.2 Business Bundled Local Service *continued*****6.2.2 Business Bundle Plan****A. Description**

The Business Bundle Plan is available to business Customers only. Monthly service is billed in advance. For long distance billing purposes calls will be billed in six (6) second increments, with a one minute minimum.

B. The Business Bundle Plan includes the following services:

Dial Tone;

Unlimited local voice usage;

Unlimited intraLATA voice usage;

Unlimited Custom Call and Class Features, subject to availability (excluding custom calling features that are priced on a per call basis);

Travel Card;

1000 minutes of intrastate and/or interstate long distance usage per line per month to any other Customer who also subscribes to bundled local services from the Company. Charges for additional long distance usage, toll free service, and calling card service are described in the Company's long distance tariff.

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES continued**6.2 Business Bundled Local Service continued****6.2.2 Business Bundle Plan continued****C. Usage Charges:**

Usage charges for interLATA calling and travel card are found in the Company's Arizona long distance tariff for Business Long Distance Bundle.

D. Monthly Recurring Charge:

		<u>Maximum</u>
1. Primary Line:	Zone 1:	\$100.00
	Zone 2:	\$150.00
	Zone 3:	\$175.00
2. Additional Lines:	Zone 1	\$100.00
	Zone 2	\$150.00
	Zone 3	\$175.00

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES continued**6.2 Business Bundled Local Service continued****6.2.3 Basic Business Plan****A. Description**

The Basic Business Plan is available to business Customers only. The monthly service fee is billed in advance. For long distance billing purposes calls will be billed in six (6) second increments, with a one (1) minute minimum.

B. The Basic Business Plan includes the following services:

1500 minutes of local calling, per line, per month. Calls in excess of the allowance are assessed an additional per charge per minute.

Three Custom Calling or CLASS features (subject to availability) excluding Voice Mail and the Custom Calling features that are priced on a per call basis. Additional features may be purchased individually. Voice Mail is available to Basic Business Plan customers for an additional charge.

1000 minutes of local, intraLATA and/or interLATA (intrastate or interstate) long distance usage per line per month to any other Customer who also subscribes to bundled local services from the Company. Charges for additional long distance usage, toll free service, and calling card service are described in Company's long distance tariff.

C. Per Minute Rate

Local voice minutes of use over 1500

Maximum
\$0.050

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.2 Business Bundled Local Service** *continued***6.2.3 Basic Business Plan** *continued***D. Usage Charges:**

Usage charges for interLATA calling and travel card are found in the Company's Arizona long distance tariff for Business Long Distance Bundle.

E. Monthly Recurring Charge:

		<u>Maximum</u>
1. Primary Line:	Zone 1:	\$100.00
	Zone 2:	\$150.00
	Zone 3:	\$175.00
2. Additional Lines:	Zone 1	\$100.00
	Zone 2	\$150.00
	Zone 3	\$175.00

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued*

6.2 Business Bundled Local Service *continued*

6.2.4 Talk America Strictly Business Plan

A. Description

The Talk America Strictly Business Plan is available to business Customers only. The monthly service fee is billed in advance. For long distance billing purposes calls will be billed in six (6) second increments, with a one (1) minute minimum.

B. The Talk America Strictly Business Plan includes the following services:

Unlimited local voice service usage;

Unlimited Custom Calling and Class Features, subject to availability (excluding features that are price on a per call basis);

Travel Card; and

1000 minutes of local, intraLATA and/or interLATA (intrastate or interstate) long distance usage per line per month to any other Customer who also subscribes to bundled local services from the Company. Charges for additional long distance usage, toll free service, and calling card service are described in Company's long distance tariff.

Voice mail is available for an additional charge.

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.2 Business Bundled Local Service *continued*****6.2.4 Talk America Strictly Business Plan *continued*****C. Usage Charges:**

Usage charges for intraLATA and interLATA calling and travel card are found in the Company's Arizona long distance tariff for Business Long Distance Bundle.

D. Monthly Recurring Charge:

		<u>Maximum</u>
1. Primary Line:	Zone 1:	\$100.00
	Zone 2:	\$150.00
	Zone 3:	\$175.00
2. Additional Lines:	Zone 1	\$100.00
	Zone 2	\$150.00
	Zone 3	\$175.00

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.2 Business Bundled Local Service** *continued***6.2.5 Talk Unlimited Nationwide Plan for Business****A. Description**

Talk Unlimited Nationwide Plan for Business is available only to business customers as part of a bundle or package of services. The monthly service fee is billed in advance. For long distance billing purposes calls will be billed in six (6) second increments, with a one (1) minute minimum.

B. The Talk Unlimited Nationwide Plan for Business includes the following services:

Unlimited local, intraLATA, interLATA, and interstate long distance voice usage for the following monthly recurring charges;

Unlimited Custom Calling and/or CLASS features (subject to availability), but not the Custom Calling features that are priced on a per call basis; and

Voice mail.

C. Monthly Charge, per line

		<u>Maximum</u>
1. Primary Line:	Zone 1:	\$100.00
	Zone 2:	\$150.00
	Zone 3:	\$200.00
2. Additional Lines:	Zone 1	\$100.00
	Zone 2	\$150.00
	Zone 3	\$200.00

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.2 Business Bundled Local Service *continued*****6.2.6 Bonus Line for Business Bundled Plan****A. Description**

The Bonus Line for Business Bundled Plans is available to business customer's only who are subscribed to a Business Bundled Local Service offering (as described in Section 6.2) for one or more telephone lines. Customer must remain a subscriber to a Business Bundled Local Service for one or more lines in order to stay subscribed to this service for any additional lines. The Bonus Line for Business Bundled Plans offering is part of a bundled local and long distance service, and all lines subscribed to this service must remain presubscribed to Talk America's interLATA and intraLATA long distance service in order to qualify for the services and rates included in this Plan.

B. The Bonus Line offering includes the following services:

Unlimited local voice usage;

Features are available and charged on an individual basis, subject to availability;

Travel Card; and

1000 minutes per line per month of free intraLATA and/or interLATA long distance voice usage when call is placed to any other (either business or residential) Customer who also subscribes to bundled local services from the Company.

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.2 Business Bundled Local Service *continued*****6.2.6 Bonus Line for Business Bundled Plan *continued*****C. Monthly Charge, per line**

	<u>Maximum</u>
Zone 1:	\$100.00
Zone 2:	\$150.00
Zone 3:	\$175.00

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.3 Standard Residence Local Exchange Service**

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.4 Residential Bundled Local Service****6.4.1 General****A. Description**

The Company offers basic local exchange service only as part of a bundle or package of telecommunications services to small business and/or residential Customers. For service packages which include unlimited local, intraLATA, and/or interLATA usage, the services are available for residential voice calling only. If it is determined that usage is not consistent with residential voice applications, such as for Internet access services, commercial facsimile or auto-dialing, telemarketing or other non-residential uses; Company may immediately suspend, restrict or cancel the customer's service without prior notice and assess an additional \$50.00 monthly recurring charge for each month in which such usage occurred. Incidental Internet and other data usage is permitted, provided however, that any usage in excess of 5,000 minutes per month shall be presumed to be not consistent with residential voice applications and shall be subject to the conditions above.

B. Additional Lines

Bundled Service Customers may purchase multiple lines or add lines to existing services, up to a total of ten (10) lines. The bundle rates below apply to the primary line. Each additional line will be billed at the rate specified for additional lines in the Local Bundle package(s) below.

C. End-User Common Line (EUCL) Recovery Charge

A monthly recurring charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC, pursuant to the Company's federal rate schedules.

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.4 Residential Bundled Local Service *continued*****6.4.1 General *continued*****D. Feature Installation Charge**

When the Local Bundle Customer adds Custom Calling or CLASS features to an existing service or to an additional line, a nonrecurring charge applies per order, per line. The nonrecurring Feature Installation charge is listed in Section 6.4.2.B.2 of this tariff.

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES continued**6.4 Residential Bundled Local Service continued****6.4.1 General continued****F. Vacation Hold Discount**

Vacation Hold allows Customers a percentage discount off of the monthly recurring rate for the local bundle plan when they are not using their local residential bundled service. Customers will be eligible for Vacation Hold Service after three months of service and if their account is in good standing. The minimum period for Vacation Hold is one (1) month and the maximum length of time the discount can be applied is six (6) consecutive months per year. Customers can only receive the discount one time per year based on the anniversary date. A one time fee applies to initiate the Vacation Hold Discount. The Vacation Hold Discount will automatically be disconnected upon usage or at the end of the specified end period whichever comes first. Lines on the Vacation Hold Discount will be blocked from making long distance calls during the period of the discount.

1.	Nonrecurring Charge	<u>Maximum</u> \$50.00
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2.	Monthly Recurring Discount for Initial Line	
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	<u>Maximum</u>
Zone 1	50%
Zone 2	50%
Zone 3	50%

3.	Monthly Recurring Discount for Each Additional Line	
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	<u>Maximum</u>
Zone 1	50%
Zone 2	50%
Zone 3	50%

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SECTION 6- LOCAL SERVICES RATES AND CHARGES continued**6.4 Residential Bundled Local Service continued****6.4.2 United 1000 Plan****A. United 1000 Plan includes the following services:**

1000 Minutes of Local Calling, per line / per month. Calls in excess of the allowance are assessed an additional per charge per minute.

Three Custom Calling or CLASS features (subject to availability), excluding Voice Mail and the Custom Calling features that are priced on a per call basis. Additional features may be purchased individually. Voice Mail is available to United 1000 Plan Customers at additional charge.

Unlimited local, intraLATA and interLATA voice long distance usage to any other Customer who also subscribes to bundled local services from the Company.

B. Per Minute Rate

	<u>Maximum</u>
Local voice minutes of use over 1000	\$0.050

C. Monthly Recurring Charge

		<u>Maximum</u>
1. Primary Line:	Zone 1:	\$50.00
	Zone 2:	\$75.00
	Zone 3:	\$125.00
2. Additional Lines:	Zone 1	\$50.00
	Zone 2	\$75.00
	Zone 3	\$125.00

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES continued**6.4 Residential Bundled Local Service continued****6.4.3 United Unlimited Plan****A. General Description**

The United Unlimited Plan includes the following services:

- Unlimited local voice calling.
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding Voice Mail and the Custom Calling features that are priced on a per call basis. Voice Mail is available to United Unlimited Plan Customers at an additional charge.
- Unlimited intraLATA and/or interLATA voice long distance usage to any other Customer who also subscribes to bundled local services from the Company.

B. Monthly Recurring Charge:

1.	Initial Line	Maximum Per Month
	Zone 1	\$50.00
	Zone 2	\$75.00
	Zone 3	\$150.00
2.	Each Additional Line	Maximum Per Month
	Zone 1	\$50.00
	Zone 2	\$75.00
	Zone 3	\$150.00

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.4 Residential Bundled Local Service *continued*****6.4.4 United Unlimited Plus Plan****A. General Description**

The United Unlimited Plus Plan includes the following services:

- Unlimited local voice and intraLATA voice calling.
- Unlimited Custom Calling and/or CLASS features (subject to availability) excluding the Custom Calling features that are priced on a per call basis. Voice mail is available to United Unlimited Plus Plan customers at an additional charge.
- Unlimited interLATA long distance voice service to any other Customer who also subscribes to bundled local services from the Company.

B. Monthly Recurring Charge:**1. Initial Line**

	<u>Maximum Per Month</u>
Zone 1	\$75.00
Zone 2	\$95.00
Zone 3	\$150.00

2. Each Additional Line

	<u>Maximum Per Month</u>
Zone 1	\$75.00
Zone 2	\$95.00
Zone 3	\$150.00

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.4 Residential Bundled Local Service *continued*****6.4.5 Arizona 200 Plan****A. General Description**

The Arizona 200 Plan includes the following services:

- Unlimited local voice calling.
- Four free Custom Calling and/or CLASS features (subject to availability), excluding Voice Mail and the Custom Calling features that are priced on a per call basis. Additional features may be purchased individually. Voice Mail is available for an additional fee.
- Unlimited intraLATA and/or interLATA long distance voice usage to any other Customer who also subscribes to bundled local services from the Company.
- Two hundred (200) combined minutes of intraLATA, interLATA and interstate long distance usage per line per month to end-users who are not subscribed to Company's bundled local service.

B. Monthly Recurring Charge:**1. Initial Line**

	<u>Maximum Per Month</u>
Zone 1	\$75.00
Zone 2	\$100.00
Zone 3	\$175.00

2. Each Additional Line

	<u>Maximum Per Month</u>
Zone 1	\$75.00
Zone 2	\$100.00
Zone 3	\$175.00

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.4 Residential Bundled Local Service *continued*****6.4.5 Talk Unlimited Nationwide Plan****A. Description**

The Talk Unlimited Nationwide Plan includes the following services:

- Unlimited local voice usage, unlimited intraLATA voice usage, and unlimited interLATA (intrastate and interstate) long distance voice usage;
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis; and
- Voice mail.

B. Monthly Recurring Charges:**1. Initial Line****Maximum
Per Month**

Zone 1	\$125.00
Zone 2	\$150.00
Zone 3	\$200.00

2. Each Additional Line**Maximum
Per Month**

Zone 1	\$125.00
Zone 2	\$150.00
Zone 3	\$200.00

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.4 Residential Bundled Local Service *continued*****6.4.6 Residential Bonus Line for Bundled Plans****A. Description**

Residential Bonus Line for Bundled Plans is available to residential Customer's only who are subscribed to a Talk Residential Bundled Local Service offering (as described in Section 6.4) for one or more telephone lines. Customer must remain a subscriber to a Talk Residential Bundled Local Service for one or more lines in order to stay subscribed to this service for any additional lines. The Residential Bonus Line offering is part of a bundled local and long distance service, and all lines subscribed to this service must remain presubscribed to Talk America's interLATA and intraLATA long distance service in order to qualify for the services and rates included in this Plan.

The Residential Bonus Line for Bundled Plans offering includes the following services:

Unlimited local voice usage;

Features are available and charged on an individual basis, subject to availability; and

Unlimited local, intraLATA and/or interLATA long distance voice usage to any other Customer who also subscribes to bundled local services from the Company.

B. Monthly Recurring Charges:**1. Initial Line****Maximum
Per Month**

Zone 1	\$50.00
Zone 2	\$75.00
Zone 3	\$100.00

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.5 Optional Calling Features**

The features in this section are made available on an individual basis, as part of multiple feature packages or as part of a bundled service. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

6.5.1 Features Offered on a Usage Sensitive Basis

The following feature is available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize this feature by dialing the appropriate access code or by flashing the switchhook, based upon the switch technology serving them. The Customer will be billed the Per Feature Activation Charge shown in the following table each time this is used by the Customer. Customers may subscribe to this feature on a monthly basis at their option, to obtain unlimited use of this feature for a fixed monthly charge.

	<u>Maximum</u>	
	<u>Business</u>	<u>Residential</u>
Optional Calling Features		
Three-Way Calling	\$5.00	\$5.00

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.5 Optional Calling Features *continued*****6.5.2 Features Offered on Monthly Basis *continued*****A. Bundled Service Optional Calling Features**

The following Optional Calling Features are available to Customers who subscribe to the Company's bundled services when the optional calling feature is not part of the bundled service. A nonrecurring feature installation charge applies.

1. Monthly Recurring Charge - Maximum

<u>Optional Calling Feature</u>	<u>Maximum</u>
Call Waiting	\$10.00
Caller ID	\$11.00
Caller ID with Name and Number	\$12.00
Call Waiting with ID and Name	\$12.00
Internet Call Waiting	\$12.00
Call Forwarding	\$ 8.00
Ring no answer Call Forward	\$ 8.00
Busy Call Forward	\$ 8.00
Call Forward Remote Access	\$10.00
3-way Calling	\$ 7.00
3-way Calling with Call Transfer	\$12.00
Call Return	\$ 7.00
Call Return Block	\$12.00
Speed Dialing 30	\$ 7.00
Speed Dialing 8	\$ 7.00

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SECTION 6 - LOCAL SERVICES RATES AND CHARGES *continued***6.5 Optional Calling Features *continued*****6.5.2 Features Offered on Monthly Basis *continued*****A. Bundled Service Optional Calling Features *continued*****1. Monthly Recurring Charge - Maximum *continued***

<u>Optional Calling Feature</u>	<u>Maximum</u>
Repeat Dialing	\$ 8.00
Anonymous Call Rejection	\$ 7.00
Call Trace	\$12.00
Call Block	\$ 7.00
Caller ID Blocking	\$15.00
900/976 Block	\$ 0.00
Call Block Rejection	\$ 0.00
Distinctive Ring I	\$ 9.00
Distinctive Ring II	\$ 9.00
Hunting	\$ 3.00
Custom Toll Restriction	\$ 7.00

2. Nonrecurring Charge - Maximum

<u>Feature Installation Charge</u>	<u>Maximum</u>
Nonrecurring Charge	\$40.00

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES**7.1 Directory Listings****7.1.1 General**

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a residence listing which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when only when a different address or telephone number is used.

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES *continued***7.1 Directory Listings *continued*****7.1.2 Types of Listings****A. Standard Listing**

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records.

B. Free Listings

One listing for each individual line service, auxiliary line or PBX system are provided at no additional charge to the Customer.

C. Rates for Additional Listings

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 7.1.3

<u>Type of Listing</u>	<u>Maximum</u>	
	<u>Residential Charge</u>	<u>Business Charge</u>
Each Additional Listing	\$5.00	\$5.00
Alternate Telephone Number/Night Listing:		
- Night, Sundays & Holidays	\$5.00	\$5.00
- First Line	\$5.00	\$5.00

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES *continued***7.2 Nonpublished Service****7.2.1 General**

Nonpublished service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

7.2.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a nonpublished number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonpublished number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonpublished service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonpublished service or the disclosing of said number to any person.

7.2.3 Rates and Charges

There is a monthly charge for each nonpublished service. This charges does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Nonpublished service charge, per month:

Maximum
\$6.00

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES *continued***7.3 Nonlisted Service****7.3.1 General**

Nonlisted service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

7.3.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a nonlisted number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonlisted number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonlisted service or the disclosing of said number to any person.

7.3.3 Rates and Charges

There is a monthly charge for each nonlisted service. This charges applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

	Maximum
Nonlisted service charge, per month:	\$7.00

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SECTION 7 - DIRECTORY ASSISTANCE AND LISTING SERVICES *continued***7.4 Directory Assistance Services****7.4.1 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line.

	<u>Maximum</u>
Each Local Directory Assistance – Direct Dialed Call	\$5.00
Each Local Directory Assistance – Operator Assisted Call	\$8.00

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SECTION 8 - LOCAL OPERATOR SERVICES**8.1 General**

Customers may subscribe to intraLATA and interLATA operator services offered by the Company. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

8.2 Local Operator Assisted Services

The Company's Local Operator Assisted Calling is available for use by presubscribed Customers as well as transient end users served from Aggregator locations. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing arrangement requested by the Customer.

8.2.1 Operator Service Call Types

- A. Customer Dialed Calling/Credit Card Call - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.
- B. Operator Dialed Calling/Credit Card Call - This charge applies in addition to local usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- C. Operator Station - These charges apply in addition to local usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed to the originating line, Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.
- D. Person-to-Person - This charge applies in addition to local usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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SECTION 8 - LOCAL OPERATOR SERVICES *continued***8.2 Local Operator Assisted Services *continued*****8.2.2 Available Billing Arrangements**

- A. Bill to Line - A billing arrangement whereby the originating caller may bill the charges for a call to the Company-provided local exchange line from which the call is placed. The terms and conditions of the Company apply to payment arrangements.
- B. Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.
- C. Collect Billing - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.
- D. Commercial Credit Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.
- E. Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

8.2.3 Operator Dialed Surcharge

This charge applies to Operator Station and Person-to-Person calls for which the caller has the ability to dial the called number, but chooses instead to have the Company operator perform the dialing. This charge is in addition to local usage charges and applicable operator service charges.

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SECTION 8 - LOCAL OPERATOR SERVICES *continued***8.2 Local Operator Assisted Services *continued*****8.2.4 Rates and Charges****1. Local Usage Charges**

For Customer's subscribing to Flat Rate service offerings, no usage charges apply. Usage charges for measured, message or optional calling plan Customers will be the same as those for local usage as provided for in Section 6 of this tariff.

2. Per Call Service Charges

These charges are in addition to usage charges and are billed on a per call basis.

	<u>Maximum</u>
Customer Dialed Calling/Credit Card	\$5.00
Operator Dialed Calling/Credit Card	\$5.00
Operator Station	
Billed Collect	\$6.00
Billed to Third Party	\$6.00
Person-to-Person	\$12.00
Operator Dialed Surcharge	\$5.00

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SECTION 8 - LOCAL OPERATOR SERVICES *continued***8.3 Busy Line Verification and Line Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency.

Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	<u>Maximum</u>
Per Busy Line Verification, Per Call	\$ 9.00
Per Line Interruption, Per Call	\$12.00

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SECTION 9 - SPECIAL ARRANGEMENTS**9.1 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB Arrangements will be filed with the Communications Division of the Commission.

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SECTION 10 - PROMOTIONAL OFFERINGS**10.1 Special Promotions**

The Company may, from time to time, offer services in this Tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.

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SECTION 11 - CURRENT PRICE LIST**11.1 Service Order and Change Charges (Section 4.1)****Nonrecurring Charges**

	<u>Business</u>	<u>Residential</u>
Line Connection Charge		
First Line	\$55.00	\$55.00
Each Additional Line	\$55.00	\$55.00
Line Change Charge		
First Line	\$55.00	\$55.00
Each Additional Line	\$55.00	\$55.00
Secondary Service Order Charge	\$20.00	\$20.00

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SECTION 11 - CURRENT PRICE LIST *continued***11.2 Maintenance Visit Charges (*Section 4.2*)**Duration of time, per technician

	<u>Business</u>	<u>Residential</u>
Initial 30 minute increment	\$60.00	\$20.00
Each Additional 15 minute increment	\$25.00	\$25.00

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SECTION 11 - CURRENT PRICE LIST *continued***11.3 Restoration of Service (*Section 4.3*)**Restoration of Service Charge
Per occasionBusiness
\$35.00Residential
\$35.00

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SECTION 11 - CURRENT PRICE LIST *continued*

11.4 Voice Mail Connection Charge (*Section 4.4*)

Voice Mail Connection
Per Line:

Nonrecurring Charge

\$20.00

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SECTION 11 - CURRENT PRICE LIST *continued***11.5 Business Bundled Local Service (*Section 6.2*)****11.5.1 Business Bundle Plan****A. Monthly Recurring Charge:**

1. Primary Line:	Zone 1:	\$31.95
	Zone 2:	\$39.95
	Zone 3:	\$79.95
2. Additional Lines:	Zone 1	\$27.00
	Zone 2	\$35.00
	Zone 3	\$75.00

11.5.2 Basic Business Bundle Plan**A. Per Minute Rate**

Local voice minutes of use over 1500 \$0.010

B. Monthly Recurring Charge:

1. Primary Line:	Zone 1:	\$19.95
	Zone 2:	\$29.95
	Zone 3:	\$68.95
2. Additional Lines:	Zone 1	\$15.00
	Zone 2	\$25.00
	Zone 3	\$64.00

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SECTION 11 - CURRENT PRICE LIST *continued***11.5 Business Bundled Local Service (Section 6.2) *continued*****11.5.3 Talk America Strictly Business Plan****A. Monthly Recurring Charge:**

1. Primary Line:	Zone 1:	\$24.95
	Zone 2:	\$32.95
	Zone 3:	\$71.95
2. Additional Lines:	Zone 1	\$20.00
	Zone 2	\$28.00
	Zone 3	\$67.00

11.5.4 Talk Unlimited Nationwide Plan for Business**A. Monthly Recurring Charge:**

1. Primary Line:	Zone 1:	\$49.95
	Zone 2:	\$59.95
	Zone 3:	\$99.95
2. Additional Lines:	Zone 1	\$45.00
	Zone 2	\$55.00
	Zone 3	\$95.00

11.5.5 Bonus Line for Business Bundled Plan**A. Monthly Recurring Charge:**

1. Primary Line:	Zone 1:	\$18.95
	Zone 2:	\$24.95
	Zone 3:	\$49.95

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SECTION 11 - CURRENT PRICE LIST *continued***11.6 Residential Bundled Local Service (*Section 6.4*)****11.6.1 Vacation Hold Discount**

- | | | |
|----|---|---------|
| A. | Nonrecurring Charge | \$20.00 |
| B. | Monthly Recurring Discount for Initial Line | |
| | Zone 1 | 40% |
| | Zone 2 | 40% |
| | Zone 3 | 40% |
| C. | Monthly Recurring Discount for Each Additional Line | |
| | Zone 1 | 40% |
| | Zone 2 | 40% |
| | Zone 3 | 40% |

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SECTION 11 - CURRENT PRICE LIST *continued***11.6 Residential Bundled Local Service (*Section 6.4*) *continued*****11.6.2 United 1000 Plan****A. Per Minute Rate**

Local voice minutes of use over 1000 \$0.010

B. Monthly Recurring Charge:

1.	Initial Line	<u>Per Month</u>
	Zone 1	\$16.95
	Zone 2	\$26.95
	Zone 3	\$65.95
2.	Each Additional Line	<u>Per Month</u>
	Zone 1	\$16.95
	Zone 2	\$26.95
	Zone 3	\$65.95

11.6.3 United Unlimited Plan**A. Monthly Recurring Charge:**

1.	Initial Line	<u>Per Month</u>
	Zone 1	\$24.95
	Zone 2	\$32.95
	Zone 3	\$71.95
2.	Each Additional Line	<u>Per Month</u>
	Zone 1	\$24.95
	Zone 2	\$32.95
	Zone 3	\$71.95

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SECTION 11 - CURRENT PRICE LIST *continued***11.6 Residential Bundled Local Service (*Section 6.4 continued*)****11.6.4 United Unlimited Plus Plan****A. Monthly Recurring Charge:**

1.	Initial Line	
		<u>Per Month</u>
	Zone 1	\$33.95
	Zone 2	\$42.95
	Zone 3	\$81.95
2.	Each Additional Line	
		<u>Per Month</u>
	Zone 1	\$33.95
	Zone 2	\$42.95
	Zone 3	\$81.95

11.6.5 Arizona 200 Plan**A. Monthly Recurring Charge:**

1.	Initial Line	
		<u>Per Month</u>
	Zone 1	\$31.95
	Zone 2	\$40.95
	Zone 3	\$79.95
2.	Each Additional Line	
		<u>Per Month</u>
	Zone 1	\$31.95
	Zone 2	\$40.95
	Zone 3	\$79.95

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SECTION 11 - CURRENT PRICE LIST *continued***11.6 Residential Bundled Local Service (*Section 6.4*)*continued*****11.6.6 Talk Unlimited Nationwide Plan****A. Monthly Recurring Charge:**

1.	Initial Line	
		<u>Per Month</u>
	Zone 1	\$51.95
	Zone 2	\$60.95
	Zone 3	\$99.95
2.	Each Additional Line	
		<u>Per Month</u>
	Zone 1	\$51.95
	Zone 2	\$60.95
	Zone 3	\$99.95

11.6.7 Residential Bonus Line for Bundled Plans**A. Monthly Recurring Charge:**

1.	Initial Line	
		<u>Per Month</u>
	Zone 1	\$18.95
	Zone 2	\$24.95
	Zone 3	\$49.95

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SECTION 11 - CURRENT PRICE LIST *continued***11.7 Optional Calling Features****11.7.1 Features Offered on a Usage Sensitive Basis**

Optional Calling Features	<u>Business</u>	<u>Residential</u>
Three-Way Calling	\$0.75	\$0.75

11.7.2 Features Offered on Monthly Basis**B. Bundled Service Optional Calling Features**

The following Optional Calling Features are available to Customers who subscribe to the Company's bundled services when the optional calling feature is not part of the bundled service. A nonrecurring feature installation charge applies.

1. Monthly Recurring Charge

<u>Optional Calling Feature</u>	
Call Waiting	\$2.45
Caller ID	\$4.45
Caller ID with Name and Number	\$4.95
Call Waiting with ID and Name	\$3.95
Internet Call Waiting	\$3.95
Call Forwarding	\$2.45
Ring no answer Call Forward	\$0.00
Busy Call Forward	\$0.00
Call Forward Remote Access	\$3.45
3-way Calling	\$1.95
3-way Calling with Call Transfer	\$3.95
Call Return	\$1.95
Call Return Block	\$4.95
Speed Dialing 30	\$2.95
Speed Dialing 8	\$2.45

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SECTION 11 - CURRENT PRICE LIST *continued***11.7 Optional Calling Features *continued*****11.7.2 Features Offered on Monthly Basis *continued*****B. Bundled Service Optional Calling Features *continued*****1. Monthly Recurring Charge *continued***

<u>Optional Calling Feature</u>	<u>Residence</u>
Repeat Dialing	\$2.45
Anonymous Call Rejection	\$1.45
Call Trace	\$3.45
Call Block	\$2.45
Call ID Blocking	\$7.45
900/976 Block	\$0.00
Call Block Rejection	\$0.00
Distinctive Ring I	\$2.95
Distinctive Ring II	\$3.45
Hunting	\$0.00
Custom Toll Restriction	\$1.45

2. Nonrecurring Charge

<u>Feature Installation Charge</u>	
Nonrecurring Charge	\$20.00

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SECTION 11 - CURRENT PRICE LIST *continued***11.8 Directory Listings****11.8.1 Rates for Additional Listings**

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 7.1.3

<u>Type of Listing</u>	<u>Residential Charge</u>	<u>Business Charge</u>
Each Additional Listing	\$1.50	\$1.50

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SECTION 11 - CURRENT PRICE LIST *continued***11.9 Nonpublished Service**

Nonpublished service charge, per month: \$1.90

11.10 Nonlisted Service

Nonlisted service charge, per month: \$1.50

11.11 Directory Assistance Services

Each Local Directory Assistance – Direct Dialed Call \$1.25

Each Local Directory Assistance – Operator Assisted Call \$3.45

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SECTION 11 - CURRENT PRICE LIST *continued***11.12 Local Operator Assisted Services**

Customer Dialed Calling/Credit Card	\$1.50
Operator Dialed Calling/Credit Card	\$1.50
Operator Station	
Billed Collect	\$2.30
Billed to Third Party	\$2.30
Person-to-Person	\$4.50
Operator Dialed Surcharge	\$1.50

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SECTION 11 - CURRENT PRICE LIST *continued***11.13 Busy Line Verification and Line Interrupt Service**

Per Busy Line Verification, Per Call \$ 3.00

Per Line Interruption, Per Call \$ 6.00

11.14 Return Check Charge

Per Returned Check \$25.00

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ORIGINAL

TALK AMERICA INC.

EXHIBIT D

INITIAL ACCESS TARIFF

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